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14 *Attorneys for Plaintiff,*
15 *Danielle Florio*

16 IN THE UNITED STATES DISTRICT COURT
17 FOR THE DISTRICT OF ARIZONA

18 Danielle Florio,
19
20 Plaintiff,

21 vs.

22 Equifax Information Services, LLC,
23 a Georgia limited liability company;
24 Trans Union, LLC,
25 a Delaware limited liability company,
26 Stellar Recovery, Inc.,
27 a Florida corporation, and
28 Portfolio Recovery Associates, L.L.C.,
a foreign limited liability company,

Defendants.

Case No.:

COMPLAINT

JURY TRIAL DEMAND

1 NOW COMES THE PLAINTIFF, DANIELLE FLORIO, BY AND
2 THROUGH COUNSEL, TRINETTE G. KENT, and for her Complaint against the
3 Defendants, pleads as follows:
4

5
6
7 **JURISDICTION**

- 8 1. This is an action brought by a consumer for violation of the Fair Credit
9 Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]) and against debt
10 collectors for violation the Fair Debt Collection Practices Act at 15 U.S.C. §
11 1692, *et seq.* (“FDCPA”).
12
13
14

15 **VENUE**

- 16 2. The transactions and occurrences which give rise to this action occurred in the
17 City of Chandler, Maricopa County, Arizona.
18
19 3. Venue is proper in the District of Arizona, Phoenix Division.
20

21 **PARTIES**

- 22
23 4. Plaintiff is a natural person residing in Chandler, Maricopa County, Arizona.
24
25 5. The Defendants to this lawsuit are:
26
27
28

- a. Equifax Information Services, LLC (“Equifax”), which is a Georgia limited liability company that maintains a registered agent in Maricopa County, Arizona;
- b. Trans Union, LLC (“Trans Union”), which is a Delaware limited liability company that maintains a registered agent in Maricopa County, Arizona;
- c. Stellar Recovery, Inc. (“Stellar Recovery”), which is a Florida corporation that maintains a registered agent in Maricopa County, Arizona; and
- d. Portfolio Recovery Associates, L.L.C. (“Portfolio Recovery”), which is a foreign limited liability company that maintains a registered agent in Maricopa County, Arizona.

GENERAL ALLEGATIONS

6. Stellar Recovery is reporting its trade line on Ms. Florio’s Equifax and Trans Union credit file with inaccurate dispute language.
7. Portfolio Recovery is reporting its trade line on Ms. Florio’s Equifax and Trans Union credit file with inaccurate dispute language.
8. The aforementioned trade lines are hereinafter referred to as “Errant Trade Lines.”
9. On July 6, 2017, Ms. Florio obtained her credit files and noticed Stellar Recovery and Portfolio Recovery reporting the Errant Trade Lines.

1 10. On or about July 13, 2017, Ms. Florio submitted letters to Equifax and Trans
2 Union, asking them to remove the dispute language from the Errant Trade
3 Lines.
4

5 11. Upon information and belief, Equifax and Trans Union transmitted Ms. Florio's
6 consumer disputes to Stellar Recovery and Portfolio Recovery.
7

8 12. On September 6, 2017, Ms. Florio obtained her Equifax and Trans Union credit
9 reports and noticed that Stellar Recovery and Portfolio Recovery retained the
10 dispute language on each of the Errant Trade Lines.
11

12 13. As a direct and proximate cause of the Defendants' negligent and/or willful
13 failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*,
14 Plaintiff has suffered credit and emotional damages. Due to the Defendants'
15 failure to correct the errors in her credit file, Plaintiff has been forced to refrain
16 from applying for new credit or more favorable terms on existing credit lines.
17 Plaintiff has also experienced undue stress and anxiety due to Defendants'
18 failure to correct the errors in her credit file or improve her financial situation
19 by obtaining new or more favorable credit terms as a result of the Defendants'
20 violations of the FCRA.
21
22
23

24 **COUNT I**

25
26 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT BY**
27 **STELLAR RECOVERY**

28 14. Plaintiff reincorporates the preceding allegations by reference.

1 15. At all relevant times, Defendant, in the ordinary course of its business, regularly
2 engaged in the practice of collecting debts on behalf of other individuals or
3 entities.
4

5 16. Plaintiff is a "consumer" for purposes of the FDCPA, and the account at issue in
6 this case is a consumer debt.
7

8 17. Defendant is a "debt collector" under the Fair Debt Collection Practices Act
9 ("FDCPA"), 15 U.S.C. §1692a(6).
10

11 18. Defendant's foregoing acts in attempting to collect this alleged debt violated the
12 following provisions of the FDCPA:

- 13 e. 15 U.S.C. §1692e(8) by communicating or threatening to communicate to
14 any person credit information which is known or which should be known
15 to be false. Defendant violated this provision of the FDCPA by verifying
16 the debt, which is the subject of the Errant Trade Line, as disputed rather
17 than failing to remove the disputed language from Plaintiff's credit file.
18
19

20 19. The Plaintiff has suffered economic, emotional, general, and statutory damages
21 as a result of these violations of the FDCPA.
22

23 **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment
24 against Defendant for actual damages, costs, interest, and attorneys' fees.
25

26 **COUNT II**

27 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
28 **STELLAR RECOVERY**

1
2 20. Plaintiff realleges the above paragraphs as if recited verbatim.

3 21. After being informed by Equifax and Trans Union of Ms. Florio's consumer
4 dispute of the disputed language on the Errant Trade Line, Stellar Recovery
5 negligently failed to conduct a proper investigation of Ms. Florio's dispute as
6 required by 15 USC 1681s-2(b).
7

8 22. Stellar Recovery negligently failed to review all relevant information available
9 to it and provided by Equifax and Trans Union in conducting its reinvestigation
10 as required by 15 USC 1681s-2(b), and failed to direct Equifax and Trans
11 Union to remove the disputed language from the Errant Trade Line.
12

13 23. The Errant Trade Line is inaccurate and creating a misleading impression on
14 Ms. Florio's consumer credit file with Equifax and Trans Union to which it is
15 reporting such trade line.
16

17 24. As a direct and proximate cause of Stellar Recovery's negligent failure to
18 perform its duties under the FCRA, Ms. Florio has suffered damages, mental
19 anguish, suffering, humiliation, and embarrassment.
20

21 25. Stellar Recovery is liable to Ms. Florio by reason of its violations of the FCRA
22 in an amount to be determined by the trier of fact together with reasonable
23 attorneys' fees pursuant to 15 USC 1681o.
24

25 26. Ms. Florio has a private right of action to assert claims against Stellar Recovery
26 arising under 15 USC 1681s-2(b).
27
28

WHEREFORE, PLAINTIFF PRAYS that this court grants her a judgment against the Defendant Stellar Recovery for damages, costs, interest, and attorneys' fees.

COUNT III

WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY STELLAR RECOVERY

27. Plaintiff realleges the above paragraphs as if recited verbatim.

28. After being informed by Equifax and Trans Union that Ms. Florio disputed the accuracy of the information it was providing, Stellar Recovery willfully failed to conduct a proper reinvestigation of Ms. Florio's dispute, and willfully failed to direct Equifax and Trans Union to remove the disputed language from the Errant Trade Line.

29.Stellar Recovery willfully failed to review all relevant information available to it and provided by Equifax and Trans Union as required by 15 USC 1681s-2(b).

30.As a direct and proximate cause of Stellar Recovery's willful failure to perform its duties under the FCRA, Ms. Florio has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

31. Stellar Recovery is liable to Ms. Florio for either statutory damages or actual damages she has sustained by reason of its violations of the FCRA in an amount to be determined by the trier of fact, together with an award of punitive damages

1 in the amount to be determined by the trier of fact, as well as for reasonable
2 attorneys' fees and she may recover therefore pursuant to 15 USC 1681n.
3

4 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
5 against the Defendant Stellar Recovery for the greater of statutory or actual damages,
6 plus punitive damages, along with costs, interest, and attorneys' fees.
7

8 **COUNT IV**

9 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT BY**
10 **PORTFOLIO RECOVERY**

11 32.Plaintiff reincorporates the preceding allegations by reference.
12

13 33.At all relevant times, Defendant, in the ordinary course of its business, regularly
14 engaged in the practice of collecting debts on behalf of other individuals or
15 entities.
16

17 34.Plaintiff is a "consumer" for purposes of the FDCPA, and the account at issue in
18 this case is a consumer debt.
19

20 35.Defendant is a "debt collector" under the Fair Debt Collection Practices Act
21 ("FDCPA"), 15 U.S.C. §1692a(6).
22

23 36.Defendant's foregoing acts in attempting to collect this alleged debt violated the
24 following provisions of the FDCPA:

- 25 f. 15 U.S.C. §1692e(8) by communicating or threatening to communicate to
26 any person credit information which is known or which should be known
27 to be false. Defendant violated this provision of the FDCPA by verifying
28

1 the debt, which is the subject of the Errant Trade Line, as disputed rather
2 than removing the disputed language from Plaintiff's credit file.

3
4 37. The Plaintiff has suffered economic, emotional, general, and statutory damages
5 as a result of these violations of the FDCPA.

6 **WHEREFORE, PLAINTIFF PRAYS** that this court grant her a judgment
7 against Defendant for actual damages, costs, interest, and attorneys' fees.

8
9 **COUNT V**

10 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
11 **PORTFOLIO RECOVERY**

12
13 38. Plaintiff realleges the above paragraphs as if recited verbatim.

14 39. After being informed by Equifax and Trans Union of Ms. Florio's consumer
15 dispute of the disputed language on the Errant Trade Line, Portfolio Recovery
16 negligently failed to conduct a proper investigation of Ms. Florio's dispute as
17 required by 15 USC 1681s-2(b).

18
19 40. Portfolio Recovery negligently failed to review all relevant information
20 available to it and provided by Equifax and Trans Union in conducting its
21 reinvestigation as required by 15 USC 1681s-2(b), and failed to direct Equifax
22 and Trans Union to remove the disputed language from the Errant Trade Line.

23
24 41. The Errant Trade Line is inaccurate and creating a misleading impression on
25 Ms. Florio's consumer credit file with Equifax and Trans Union to which it is
26 reporting such trade line.
27
28

1 42.As a direct and proximate cause of Portfolio Recovery's negligent failure to
2 perform its duties under the FCRA, Ms. Florio has suffered damages, mental
3 anguish, suffering, humiliation, and embarrassment.
4

5 43.Portfolio Recovery is liable to Ms. Florio by reason of its violations of the
6 FCRA in an amount to be determined by the trier fact together with reasonable
7 attorneys' fees pursuant to 15 USC 1681o.
8

9 44.Ms. Florio has a private right of action to assert claims against Portfolio
10 Recovery arising under 15 USC 1681s-2(b).
11

12 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
13 against the Defendant Portfolio Recovery for damages, costs, interest, and attorneys'
14 fees.
15

16 **COUNT VI**

17 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
18 **PORTFOLIO RECOVERY**
19

20 45. Plaintiff realleges the above paragraphs as if recited verbatim.

21 46.After being informed by Equifax and Trans Union that Ms. Florio disputed the
22 accuracy of the information it was providing, Portfolio Recovery willfully
23 failed to conduct a proper reinvestigation of Ms. Florio's dispute, and willfully
24 failed to direct Equifax and Trans Union to remove the disputed language from
25 the Errant Trade Line.
26
27
28

1 47.Portfolio Recovery willfully failed to review all relevant information available
2 to it and provided by Equifax and Trans Union as required by 15 USC 1681s-
3 2(b).
4

5 48.As a direct and proximate cause of Portfolio Recovery's willful failure to
6 perform its duties under the FCRA, Ms. Florio has suffered damages, mental
7 anguish, suffering, humiliation, and embarrassment.
8

9 49.Portfolio Recovery is liable to Ms. Florio for either statutory damages or actual
10 damages she has sustained by reason of its violations of the FCRA in an amount
11 to be determined by the trier fact, together with an award of punitive damages
12 in the amount to be determined by the trier of fact, as well as for reasonable
13 attorneys' fees and she may recover therefore pursuant to 15 USC 1681n.
14
15

16 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
17 against the Defendant Portfolio Recovery for the greater of statutory or actual
18 damages, plus punitive damages, along with costs, interest, and attorneys' fees.
19

20 **COUNT VII**

21 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
22 **BY EQUIFAX**
23

24 50.Plaintiff realleges the above paragraphs as if recited verbatim.

25 51.Defendant Equifax prepared, compiled, issued, assembled, transferred,
26 published, and otherwise reproduced consumer reports regarding Ms. Florio as
27 that term is defined in 15 USC 1681a.
28

1 52. Such reports contained information about Ms. Florio that was false, misleading,
2 and inaccurate.

3
4 53. Equifax negligently failed to maintain and/or follow reasonable procedures to
5 assure maximum possible accuracy of the information it reported to one or
6 more third parties pertaining to Ms. Florio, in violation of 15 USC 1681e(b).

7
8 54. After receiving Ms. Florio's consumer dispute to the Errant Trade Lines,
9 Equifax negligently failed to conduct a reasonable reinvestigation as required
10 by 15 U.S.C. 1681i.

11
12 55. As a direct and proximate cause of Equifax's negligent failure to perform its
13 duties under the FCRA, Ms. Florio has suffered actual damages, mental anguish
14 and suffering, humiliation, and embarrassment.

15
16 56. Equifax is liable to Ms. Florio by reason of its violation of the FCRA in an
17 amount to be determined by the trier of fact together with her reasonable
18 attorneys' fees pursuant to 15 USC 1681o.

19
20 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
21 against Equifax for actual damages, costs, interest, and attorneys' fees.

22
23 **COUNT VIII**

24 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
25 **BY EQUIFAX**

26 57. Plaintiff realleges the above paragraphs as if recited verbatim.
27
28

1 58. Defendant Equifax prepared, compiled, issued, assembled, transferred,
2 published, and otherwise reproduced consumer reports regarding Ms. Florio as
3 that term is defined in 15 USC 1681a.
4

5 59. Such reports contained information about Ms. Florio that was false, misleading,
6 and inaccurate.
7

8 60. Equifax willfully failed to maintain and/or follow reasonable procedures to
9 assure maximum possible accuracy of the information that it reported to one or
10 more third parties pertaining to Ms. Florio, in violation of 15 USC 1681e(b).
11

12 61. After receiving Ms. Florio's consumer dispute to the Errant Trade Lines,
13 Equifax willfully failed to conduct a reasonable reinvestigation as required by
14 15 U.S.C. 1681i.
15

16 62. As a direct and proximate cause of Equifax's willful failure to perform its duties
17 under the FCRA, Ms. Florio has suffered actual damages, mental anguish and
18 suffering, humiliation, and embarrassment.
19

20 63. Equifax is liable to Ms. Florio by reason of its violations of the FCRA in an
21 amount to be determined by the trier of fact together with her reasonable
22 attorneys' fees pursuant to 15 USC 1681n.
23

24 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
25 against Defendant Equifax for the greater of statutory or actual damages, plus punitive
26 damages along with costs, interest, and reasonable attorneys' fees.
27
28

COUNT IX

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY TRANS UNION**

64.Plaintiff realleges the above paragraphs as if recited verbatim.

65.Defendant Trans Union prepared, compiled, issued, assembled, transferred, published, and otherwise reproduced consumer reports regarding Ms. Florio as that term is defined in 15 USC 1681a.

66.Such reports contained information about Ms. Florio that was false, misleading, and inaccurate.

67.Trans Union negligently failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Ms. Florio, in violation of 15 USC 1681e(b).

68. After receiving Ms. Florio's consumer dispute to the Errant Trade Lines, Trans Union negligently failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

69.As a direct and proximate cause of Trans Union's negligent failure to perform its duties under the FCRA, Ms. Florio has suffered actual damages, mental anguish and suffering, humiliation, and embarrassment.

70.Trans Union is liable to Ms. Florio by reason of its violation of the FCRA in an amount to be determined by the trier fact together with her reasonable attorneys' fees pursuant to 15 USC 1681o.

1 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
2 against Trans Union for actual damages, costs, interest, and attorneys' fees.
3

4 **COUNT X**

5 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
6 **BY TRANS UNION**

7 71.Plaintiff realleges the above paragraphs as if recited verbatim.

8 72.Defendant Trans Union prepared, compiled, issued, assembled, transferred,
9 published, and otherwise reproduced consumer reports regarding Ms. Florio as
10 that term is defined in 15 USC 1681a.
11

12 73.Such reports contained information about Ms. Florio that was false, misleading,
13 and inaccurate.
14

15 74.Trans Union willfully failed to maintain and/or follow reasonable procedures to
16 assure maximum possible accuracy of the information that it reported to one or
17 more third parties pertaining to Ms. Florio, in violation of 15 USC 1681e(b).
18

19 75. After receiving Ms. Florio's consumer dispute to the Errant Trade Lines, Trans
20 Union willfully failed to conduct a reasonable reinvestigation as required by 15
21 U.S.C. 1681i.
22

23 76.As a direct and proximate cause of Trans Union's willful failure to perform its
24 duties under the FCRA, Ms. Florio has suffered actual damages, mental anguish
25 and suffering, humiliation, and embarrassment.
26
27
28

1 77. Trans Union is liable to Ms. Florio by reason of its violations of the FCRA in an
2 amount to be determined by the trier of fact together with her reasonable
3 attorneys' fees pursuant to 15 USC 1681n.
4

5 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
6 against Defendant Trans Union for the greater of statutory or actual damages, plus
7 punitive damages along with costs, interest, and reasonable attorneys' fees.
8

9 **DEMAND FOR JUDGMENT RELIEF**

10 Accordingly, Plaintiff requests that the Court grant her the following relief against
11 the Defendant:
12

- 13 a. Actual damages;
14
15 b. Statutory damages; and
16
17 c. Statutory costs and attorneys' fees.

18 **JURY DEMAND**

19 Plaintiff hereby demands a trial by Jury.

20 DATED: September 21, 2017
21

22 KENT LAW OFFICES

23 By: /s/ Trinette G. Kent
24 Trinette G. Kent
25 Attorneys for Plaintiff,
26 Danielle Florio
27
28